

NFL.COM - SUBSCRIPTIONS - TERMS AND CONDITIONS

Effective Date: June 20, 2017

The following Subscription Terms and Conditions govern your use of the NFL Game Pass digital video product offered by the NFL from time to time to users outside of the following (collectively, the "Excluded Territory"):

Europe (Aland Islands, Albania, Andorra, Armenia, Austria, Azerbaijan, Belarus, Belgium, Bosnia and Herzegovina, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Faroe Islands, Finland, France, Georgia, Germany, Gibraltar, Greece, Guernsey, Hungary, Iceland, Ireland, Isle of Man, Italy, Jersey, Kazakhstan, Kosovo, Kyrgyzstan, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Moldova, Monaco, Montenegro, Netherlands, Norway, Poland, Portugal, Republic of Macedonia, Romania, Russian Federation, San Marino, Serbia, Slovakia, Slovenia, Spain, Svalbard and Jan Mayen Islands, Sweden, Switzerland, Tajikistan, Turkmenistan, Ukraine, United Kingdom, Uzbekistan, Vatican City);

Canada,

the United States,

Bermuda,

Antigua,

the Bahamas;

and any U.S. territories, possessions and commonwealths (including American Samoa, Guam, Puerto Rico and the U.S. Virgin Islands

(the "Product").

These Subscription Terms and Conditions are between you and NFL International LLC("We", "Us") and supplement the Web Site Terms and Conditions, which can be found at [www.NFL.com/help/terms](http://www.NFL.com/help/terms) and are incorporated herein by reference (collectively, "Terms of Use"). All defined terms not otherwise defined herein have the meaning ascribed to them in the Web Site Terms and Conditions.

We have contracted with third parties (NeuLion, Inc.) to operate the Product on our behalf.

Each of NFL International, LLC and its affiliates may enforce any breach by you of these Subscription Terms and Conditions (including any infringement or alleged infringement by you of any intellectual property rights).

1. Access to the Product

(a) Access to the Product is only available to users located outside of the Excluded Territory. If you are located within the Excluded Territory you are not authorized to use the Product and you agree not to access or attempt to access the Product.

(b) you may use the Product and any content contained therein solely for your own individual non-commercial and informational purposes.

(c) you may not make use of any of the NFL Marks. "NFL Marks" means the names, symbols, emblems, designs, and colours of the NFL and its member clubs, including the terms "National Football League", "NFL", "National Football Conference", "American Football Conference", "NFC", "AFC", "Super Bowl", "Pro Bowl", the NFL Shield design, the NFL Game Pass logo as well as the full team names, nicknames, helmet designs, uniform designs, logos and purposes by the NFL or any of its member clubs.

2. Registration, Username, Password, Security

(a) Registration. Registration is required for the use of the Product. We will not grant any user access to the Product unless he or she has completed the necessary registration and paid the fees, if any, associated with access to such Product.

(b) Username and Password. Your username and password will be your identity for the purposes of accessing the Product.

3. Special Terms and Conditions Applicable to the Product

We reserve the right to modify the price of the Product. We are not responsible for any error in copy or images relating to the Product. The specific Product and range of payment options (e.g. the frequency and number of billed installments) offered each NFL season may change in our sole discretion.

In order to purchase the Product, you may be required to provide complete and accurate personal information, including, without limitation, your name, address, telephone number, e-mail address, credit card information and billing address. Our Privacy Policy <http://www.nfl.com/help/privacy> explains how such information collected via the NFL's website, [www.NFL.com](http://www.NFL.com) (the "Site") may be used by us. Your ability to purchase the Product is subject to limits established by your credit card issuer. You must notify us immediately of any change in your credit card information, including any change to your home address. By utilizing a credit or debit card for purchase of the Product, you authorize us to charge such card on a periodic basis as specified in the amount described on the Product purchase path(s).

Billing and Automatic Renewal Policies for Certain Subscription Services

(a) For versions of the Product which are billed on a seasonal or annual basis (e.g., NFL Game Pass (International) - Season Plus Subscription) ("Season Plus"), the term begins when you purchase a subscription to the Product and ends before the start of the following year's NFL Preseason (approximately July 31), with one-time billing immediately following your purchase. If you elected to pay in monthly installments, you agree to pay the total cost during the term of your selected subscription to the Product in the number of equal installments identified during your purchase. The first installment will be billed immediately upon your subscription and the remaining number of installments will be billed on a monthly basis thereafter until your total subscription price has been paid. If you cancel your subscription to the Product before making all of the installment payments, you agree to pay the remaining unpaid balance of your selected subscription to the Product. Unless you elect not to participate in the auto-renewal option, your seasonal subscription will automatically renew on approximately August 1 of the next year at the current year's U.S. Dollar full season rate for the Product, as notified to you, for the entire NFL season. However, if the NFL has set a price in your local currency, you will be renewed at that year's local currency full season rate for the Product, as notified to you, for the entire NFL season.

To cancel the annual automatic renewal feature visit the My Account page or for instructions and answers to other questions visit the FAQ page here: <https://digitalcare.nfl.com/hc/en-us/categories/200275708-Game-Pass> and contact support via 'Submit a Request' in the upper-right corner of this page.

(b) Your access may start with a select amount of time in which you may use the Product for free (the "Free Trial") depending on certain promotions which may or may not be offered during the season. In instances where the Product starts with a Free Trial it will be subject to all applicable fees following completion of the Free Trial unless you cancel your order in accordance with the applicable instructions.

To learn more about the Product (NFL Game Pass (International)), visit the [FAQ page](#).

If you wish to cancel any available Free Trial within the 7-day window (or such other free trial period offered in relation to subscription to the Product in your region), please visit the "My Account" page (desktop and mobile web only) and press "Cancel Subscription" in the center of the page. You may also cancel your trial by contacting contact customer support via "Submit a Request" in the upper-right corner of this [page](#).

(c) Unless you elect not to participate in the auto-renewal option, if you subscribed to Season Plus for the 2016 NFL season, you will be auto-renewed in the 2017 NFL season for Season Plus at the 2017 U.S. Dollar (or local currency, as applicable) full season rate. Following the 2017 NFL season, unless you elect not to participate in the auto-renewal option, you will be renewed for Season Plus in accordance with the pricing set forth in (a) above.

(d) In order to provide the highest customer satisfaction possible, we will refund the purchase price paid for the Product, as follows:

If you have purchased anything other than a weekly, playoff or a Super Bowl Subscription to the Product (e.g., Season Plus ) and:

your access to the Product is cancelled by you following expiry of any free trial period offered in relation to subscription to the Product in your region, you will not be eligible for a refund.

your access to the Product is cancelled by you within seven (7) days of the purchase date for any purchase made without a Free Trial, we will make a reasonable effort to refund to the payment method (e.g. to your credit card) you used to subscribe to the Product in an amount equal to the total amount you paid for access to the Product in the current term of your subscription. If your access to the Product is cancelled by you after the time period specified above, you will not be eligible for a refund.

your access to the Product is cancelled by us at any time, we will make a reasonable effort to refund to the payment method (e.g. to your credit card) you used to subscribe to the Product a prorated amount equal to the total amount you paid for access to the Product in the current term of your subscription multiplied by the fraction of the term of your subscription that remains on the date of termination, except if we allege that you have violated the Terms of Use, in which case you will not be eligible for a refund.

If you have purchased a Weekly, Playoff or Super Bowl Subscription to the Product you will not be entitled to any refund if your access to the Product is terminated or you cancel your subscription to the Product.

If you have purchased a Season Plus subscription and have enrolled in the automatic renewal feature and your access to Season Plus is cancelled by you within fourteen (14) days of the automatic renewal date, we will make a reasonable effort to refund to the payment method (e.g. to your credit card) used to subscribe to Season Plus an amount equal to the total amount you paid for access to Season Plus in the current term of your subscription.

If you made an in-app purchase in the NFL Game Pass applications, you may be able to obtain a refund from the online store where you made your purchase in accordance with the refund policies of that store.

If we are unable to post a refund to your credit card, including because your credit card account is closed or otherwise unavailable when we attempt to post the refund, or if we allege that you have violated the Terms of Use, you agree that you will forfeit the amount due to you (if any) under this paragraph. Please note that we may not be able to post refunds for subscriptions that are paid for through the use of "single use" credit card numbers or similar "disposable" payment methods. We recommend that you do not use these payment methods to pay for your subscription to the Product; if you choose to use them despite our recommendation, you do so at the risk that we may not be able to provide you with a refund under this paragraph.

Our reasonable effort to provide you with a refund, as described above, will be your exclusive remedy if you or we terminate your access to the Product, including in the event that you claim we breached our obligations to you.

By accepting the Terms of Use, you agree that we may notify you about changes to prices and/or the Product by sending an e-mail message to your e-mail address on file with us and by publishing such notices from time to time on the informational page(s) of the Site. It is your responsibility to notify us of any change in your e-mail address by logging in to the Site and using the online account management tool. If your e-mail service includes functionality or software that catalogues your e-mails in an automated manner, it is your responsibility to ensure that those e-mails we send to you reach your inbox, either by routinely monitoring your bulk, junk and/or spam e-mail folders or by adding us to your address book or safe senders list.

4. Availability

The availability of the Product may be affected by a variety of factors, including game delays or cancellations, application of the National Football League's broadcast policy (which prohibits broadcast of football games under certain circumstances and in certain areas), technical problems or network delays, program rescheduling, or other reasons. In addition, please note that the content accessible via the Product may vary based on your geographic location. You agree that we are not obligated to provide you with any specific content under the Terms of Use.

5. Termination

You may request that we terminate your access to the Product by contacting NFL Digital Care here: <https://digitalcare.nfl.com/hc/en-us/articles/223175648-Cancellation-Refunds>

If your access to the Product has been terminated, you may be entitled to a refund as set forth in Section 3 above.

